

**General Conditions
of Contract for the
Provision of Design and other
Professional Services**

EXHIBIT B

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General Conditions of Contract for the Provision of Design and other Professional Services

Conditions governing contract to be executed by contractors for Corus UK Limited and/or any of its subsidiary companies.

1. Definition of Terms

1.1 **"the Purchaser"** means Corus UK Limited and its subsidiary companies and their respective successors and assigns.

"the Contractor" means the firm or company named as such in the Contract.

"the Site" means any land or premises occupied by the Purchaser and any other place provided by the Purchaser on or through which the Service is to be provided.

"the Service" means the service to be provided by the Contractor as described in, and in accordance with, the Contract.

1.2 In these conditions the masculine shall include the feminine and the singular shall include plural and vice versa unless the context requires otherwise.

Any reference to any Act of Parliament in these Conditions shall be a reference to that Act as it may be re-enacted or modified.

Clause headings and marginal notes are inserted for convenience only and shall not affect the construction and interpretation of these Conditions.

2. Contractor's Proper Performance of the Service

2.1 The Contractor shall provide the Service:-

- a) with all reasonable skill, care and diligence; and
- b) to the reasonable satisfaction of the Purchaser.

2.2 The Contractor shall employ persons with all the requisite skills and experience necessary to carry out the Service.

2.3 In the event that the Contractor is proved to have failed to execute the Contract in accordance with its express terms the Contractor shall at the option of the Purchaser either:-

- a) perform again such of the Service as has not been carried out in accordance with the express terms of the Contract; or
- b) without prejudice to any other right or remedy of the Purchaser, repay the Purchaser the charge for such of the Service as has not been so performed (provided such charge shall have been paid to the Contractor by the Purchaser).

2.4 Time shall be of essence in the provision of the Service.

3. Statutory and Local Regulations

The Contractor in carrying out the Contract shall conform at his own expense with all applicable British or other standards as specified in the Contract and all legislative provisions and by-laws and with any local and Site Regulations of the Purchaser particularly (but without limitation) those relating to safety, health and hygiene. Before beginning the Service on Site the Contractor shall sign a certificate provided by the Purchaser certifying that the Contractor has been made aware of the Purchaser's local and Site Regulations and that the Contractor will abide by them and shall procure that the Contractor's employees

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4. Ownership of documents and copyright

- 4.1 All drawings, calculations, reports, specifications, systems investigations, software programs written for the Purchaser and other written information or the like provided to the Purchaser in connection with the Service shall be the property and copyright of the Purchaser. Such drawings, calculations, reports, specifications, systems investigations, software programs written for the Purchaser and other written information and the like may be used by the Purchaser for the construction, manufacture, operation, maintenance (including repair or replacement), improvement and modification of any plant, equipment or machinery including the manufacture of parts for such purposes or otherwise, howsoever in the Purchaser's business.
- 4.2 All drawings or the like provided to the Contractor by the Purchaser for the provision of the Service shall remain the copyright and property of the Purchaser. The Contractor shall not copy or use the same for any purpose other than for the provision of the Service and shall return them promptly to the Purchaser in good order and condition.

5. Payment

The Purchaser will pay the Contractor:-

- 5.1 a) the lump sum specified in the Contract; and/or
- b) the appropriate hourly or weekly rate specified in the Contract for each hour or week during which the Contractor is performing the Service.
- 5.2 The hourly or weekly rate shall apply only in respect of the hours or weeks (as the case may be) actually worked by the Contractor in the provision of the Service and no payment shall be due in respect of time taken for meal breaks, sickness, or other leave of absence and holidays.
- 5.3 When payment is to be made by virtue of Clause 5.1(b) the Contractor will procure that there is completed an accurate time sheet recording the number of hours worked by the Contractor in the provision of the Service and that such time sheet is countersigned by an authorised representative of the Purchaser.

6. Payment Terms

- 6.1 Unless otherwise specified in the Contract the Contractor will submit an invoice when the provision of the Service has been concluded, supported, if applicable, by a time sheet or time sheets signed by the Contractor and countersigned by an authorised representative of the Purchaser.
- 6.2 Unless otherwise stated in the Contract the Purchaser will pay the Contractor the amount due in respect of the invoice on the 15th day of the second calendar month following the month of Service provided that the invoice quotes the Purchaser's order number and reaches the Purchaser by the 5th of the month following the month of Service.

7. Assignment and Sub-letting

The Contractor shall not assign or sub-let the provision of the Service of any part thereof.

8. Patent and other Protected Rights

The Contractor shall indemnify the Purchaser against actions, claims, demands, costs, charges and expenses arising from any infringement or alleged infringement of any letters patent, registered design, trademark, copyright or other like right protected by law resulting from the provision of the Service.

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9. Variation Orders

- 9.1 The Contractor shall not vary, add to or omit any of the Service, except as directed in writing by the Purchaser, but the Purchaser shall have full power from time to time during the term of the Contract by notice in writing to add to or omit in any manner any part of the Service, and the Contractor shall carry out these variations and be bound by the Conditions, so far as applicable, as though these variations were stated in the Contract.
- 9.2 In any case in which the Contractor has received a direction from the Purchaser under this Clause, the Contractor shall advise the Purchaser in writing:-
- (a) within 7 days whether in principle there should be an increase or decrease in the Contract Price, and
 - (b) within 21 days of the amount of the increase or decrease.

The amount of that increase or decrease shall be ascertained and determined in accordance with any rates specified in the Contract, so far as the same may be applicable, and, where rates are not contained in the Contract or are not applicable, such amount as shall be fair and reasonable in the circumstances.

Due account shall be taken of any partial provision of the Service which is rendered useless by any variation. No increase of the Contract Price under this Clause 9.2 shall be made unless the Contractor shall have given the advices in writing referred to in this Clause within the time specified.

- 9.3 If the Purchaser shall make any variation under this Clause in respect of any part of the Service, reasonable notice in writing shall be given to the Contractor to enable him to make his necessary arrangements accordingly. If in the opinion of the Contractor, any variation is likely to prevent or prejudice the Contractor from fulfilling any of his obligations under the Contract, he shall so notify the Purchaser in writing, and the Purchaser shall decide with all possible speed whether or not the same shall be carried out. If the Purchaser confirms his instructions in writing, those obligations shall be modified to such an extent as may be justified and agreed with the Purchaser. Until the Purchaser so confirms his instructions they shall be deemed not to have been given.

10. Contractor's Default

- 10.1 If the Contractor shall fail to provide the Service or any part of the Service with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him in writing by the Purchaser in connection with the Service or shall contravene any provision of the Contract, the Purchaser may give notice in writing to the Contractor to make good the failure, refusal, neglect or contravention complained of.
- 10.2 Should the Contractor fail to comply with the notice referred to in Clause 10.1 within such time as may be reasonable for making it good, then without prejudice to any other right or remedy he may have under the Contract or at common law, the Purchaser may:
- (a) employ other personnel and provide that Service or that part of the Service which the Contractor shall have neglected to provide; or
 - (b) take the provision of the Service in whole or in part out of the Contractor's hands and re-contract with any other person to provide the same.
- 10.3 The Purchaser shall be entitled to retain any sum which may otherwise be due to the Contractor and to apply that sum towards the payment of the cost of providing the Service or such part of the Service referred to in Clause 10.2. If the cost of doing this work shall exceed the sum retained, the Contractor shall pay the excess forthwith to the Purchaser.

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11. Termination

- 11.1 If by reason of any event which cannot reasonably be anticipated or prevented by the Purchaser or if by reason of any strike, lock-out or other industrial dispute or if by reason of any closure of the Site or temporary or permanent cessation of a relevant part of the Purchaser's business the provision of the Service or any part of the Service is rendered unnecessary or uneconomic to the Purchaser then the Purchaser may by notice in writing terminate or suspend the operation of the Contract in whole or in relation to the part of the Service so affected.
- 11.2 In the event that a notice is issued pursuant to Clause 11.1 the Purchaser shall pay to the Contractor the Contractor's direct costs reasonably incurred in withdrawing the Service or part of the Service so affected and in discharging any commitments reasonably entered into in order to provide the Service or such part of the Service.
- 11.3 Save as aforesaid, the Purchaser shall have no liability in respect of any loss suffered by the Contractor as a result of such termination or suspension.

12. Access to the Site

The Contractor shall have access (but not exclusive access) only to such parts of the Site as are reasonably necessary for the purpose of providing the Service and to such other parts as the Purchaser may from time to time authorise. The Contractor shall be responsible for ensuring that his employees do not enter any other part of the Site and that they make use only of such roads, routes and facilities as the Purchaser may from time to time authorise.

13. Interference with other Operations and Rights

The Contractor in providing the Service shall ensure that there shall be no interference with the operations of the Purchaser or of other contractors or with the use and enjoyment of any public rights or with any easement or property whether of the Purchaser or not unless the Contract unavoidably so requires and then the Contractor shall ensure that any such unavoidable interference is as limited as possible.

14. Confidentiality

- 14.1 Any discover, invention, improvement, process, design, drawing, calculation, formula or document (whether patentable or not) made, discovered or developed by the Contractor in the course of or by reason of the provision of the Service shall be the property of the Purchaser and shall be considered as confidential information of the Purchaser.
- 14.2 The Contractor will, at the request of the Purchaser at any time, take all steps and execute all documents necessary to enable the Purchaser to obtain patent or corresponding protection in respect of the matters referred to in Clause 14.1 as may be so protected.

15. Liability for Damage to Property and Injury to Persons

- 15.1 The Contractor shall indemnify the Purchaser against all losses, liabilities, claims, costs and expenses that may result from loss of or damage to any property (which shall be deemed to include that of the Purchaser) or injury to, or death of, any person (who shall be deemed to include any employee of the Purchaser) that may arise out of or in connection with the execution of the Contract other than loss, damage, injury or death resulting directly from the act or omission of the Purchaser.

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- 15.2 Except in respect of personal injury or death or loss of, or damage to property conferring on a person other than the Purchaser a good cause of action against the Contractor, the liability of the Contractor under the indemnity provided under Clause 15.1 for any one act or omission shall not exceed (unless otherwise stipulated by the Purchaser prior to the Contract being entered into) the Contract Price or £1 million whichever is the greater.
- 15.3 The Contractor shall insure in his own name against all those risks the subject of the Contractor's indemnity in Clause 15.1 and, where specified in the attached Appendix, Professional Indemnity Insurance on terms approved by the Purchaser in the minimum sum (subject to Clause 15.4) of £1 million, (unless otherwise stipulated by the Purchaser prior to the Contract being entered into). The Contractor shall maintain that insurance in full force and effect until the Contract has been completed. Whenever the Purchaser requests, the Contractor shall show the Purchaser the policy or policies of insurance together with satisfactory evidence of payment of premiums. If any insurance is not effected or premiums not paid the Purchaser may effect or pay the same and may deduct the cost of so doing from the Contract Price.
- 15.4 The Insurance effected by the Contractor under Clause 15.3 in respect of his employees shall be at least £10 million.

16. Contractor's Employees

- 16.1 The Purchaser shall be at liberty to object to any representative or person employed by the Contractor in the provision of the Service who shall, in the opinion of the Purchaser, misconduct himself or be incompetent or negligent. The Contractor shall remove that person and he shall not be employed again by the Contractor in connection with the Service without the permission of the Purchaser. Any removal of labour under this clause shall not constitute a valid reason for the Contractor's failure to provide the Service in accordance with the Contract.
- 16.2 The Contractor shall abide by the Purchaser's site harmonisation procedures.
- 16.3 Unless the Contract otherwise provides the Contractor will provide during the period of the Contract all proper welfare and amenity facilities for his employees.
- 16.4 The Purchaser shall be entitled if he so requires to have suitable certificates of competence from the Contractor for any person employed providing the Service.
- 16.5 The Contractor shall not without the consent of the Purchaser or of the Contractor concerned knowingly take into the employment workmen or other employees of the Purchaser or from any other Contractor employed by the Purchaser in providing a similar or comparable Service.

17. Key Person(s)

- 17.1 In the event that any one or more of those persons named as such in the Contract cease to be employed by the Contractor in connection with the performance of the Service, the Purchaser shall be entitled to terminate the Contract upon giving 7 (seven) days written notice to the Contractor.
- 17.2 In the event of such termination, the Contractor shall be entitled to payment for that part of the Service actually performed as at the actual date of termination but shall be entitled to no further payment and the provisions of Clause 4 (Ownership of Documents and Copyright) shall also apply.

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18. Secrecy

The Contractor shall not at any time disclose to any person any information acquired which concerns the Purchaser, its business or interests or which concerns any company, firm or person with which the Purchaser may be in commercial or technical co-operation or association unless such disclosure is made with the written consent of the Purchaser and the Contractor shall not make use of any such information to the detriment or prejudice of the Purchaser.

19. Publications

The Contractor shall not publish any photographs, literature, deliver any lecture or make any communication with the press concerning the Purchaser, its business or interests nor take any photographs of the Purchaser's property without the written consent of the Purchaser.

20. Bankruptcy

If the Contractor shall become bankrupt or insolvent or have a receiving or administration order made against him or compound with his creditors or being a corporation commence to be wound up, not being a members' voluntary winding up for the purpose of reconstruction or amalgamation, or carry on its business under an administrator or a receiver for the benefit of its creditors or any of them the Purchaser shall be at liberty either:

- (a) to terminate the Contract forthwith by notice in writing to the Contractor or to the administrator, receiver or liquidator or to any person in whom the Contract may become vested and to act in the manner provided in Clause 10 (Contractor's Default) as if the provision of the Service had been taken out of the Contractor's hands; or
 - (b) to give such administrator, receiver, liquidator or other person the option of carrying out the Contract subject to his providing a guarantee from a guarantor acceptable to the Purchaser for the due and faithful performance of the Contract up to an amount to be agreed.
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21. Code of Conduct

It is a fundamental condition of the Contract and of the placing by the Purchaser of the business incorporated in the Contract with the Contractor that the Contractor shall have complied and shall at all times and in every respect comply with the Code of Conduct of the Purchaser as issued from time to time.

22. Acceptance of Conditions

The Contractor's acceptance of the Purchaser's order to provide the Service includes acceptance of these Conditions and any applicable special conditions attached hereto and of the Purchaser's local and Site Regulations which can only be varied with the written authority of the Purchaser. No term or condition attached to, or incorporated in, the Contractor's tender or quotation, nor any standard or printed terms or conditions of the Contractor shall apply unless and to the extent that it is accepted in writing by the Purchaser.

23. Offers of Employment

During the period of this Contract and thereafter for a period of one year the parties agree not to employ as a director, manager, consultant, employee or otherwise the services of any director, manager, consultant, employee or otherwise of the other party engaged in the performance or supervision of this Contract without the prior written consent of the other party.

24. Law

The Contract shall be governed and construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts.

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~~APPENDIX~~

CLAUSE 15.3 - PROFESSIONAL INDEMNITY INSURANCE

Professional Indemnity insurance is/is not* required

If cover is required, the minimum sum insured must be £ in the aggregate.

* delete as appropriate